

issued which specifically directs different treatment of LNP-related payments previously made between the Parties pursuant to this Section 13.0, the Parties shall within thirty (30) days of the issuance of such order true-up all such previous LNP-related payments to reflect such order. To the extent subsequent regulatory or court action overturns those provisions of such order which created the impact on the Parties' prior payments, within thirty (30) days of such action the Parties shall likewise true-up to reflect such subsequent regulatory or court action.

Neither Party waives its rights to advocate its views on LNP cost recovery, or to present before any appropriate regulatory or other agency its views on FCC or Commission actions pertaining to LNP cost recovery.

The Parties further agree that USLD shall have the option to purchase LNP pursuant to Section 28.15(11) should more favorable terms and conditions be made available by SWBT to any other person, whether by tariff revision, subsequent voluntarily negotiated and approved agreement or arbitrated and approved agreement at any time during the term of this Agreement.

III. TERMS AND CONDITIONS UNDER WHICH LSP SHALL PROVIDE LNP TO SWBT.

LSP shall provide LNP to SWBT under terms and conditions no less favorable than those described in Section II, above.

IV. TERMINATING COMPENSATION FOR LNP CALLS BASED ON PERCENTAGES OF TRAFFIC TYPE

The following methods will be used to implement intercompany LNP compensation adjustments.

1. When SWB ports numbers to an LSP, the parties agree to an administrative intercompany compensation adjustment process to unify the interim ported number process. This unified adjustment will be in accordance with the supplemental settlement process outlined below:
  - A. SWB interLATA or intraLATA access billing and LSP local interconnection settlement billing will treat all ported calls as two separate call segments in the monthly billing systems.
  - B. SWB will quantify the total monthly terminating ported minutes of use to the LSP by each originating SWB end office.

- C. SWB will quantify the total monthly interstate, intrastate and local minutes of use in those SWB end offices with Item B. above.
- D. Each month, using the percentages developed with Item C. above, SWB will calculate by end office the interstate and intrastate access rebate amounts from the initial billing amounts under Item A. for subsequent payment to LSP. The settlement computation furnished to the LSP will be summarized on a total of all SWBT offices impacted by an LSP serving area. This rebate will be based on the agreed to SWB access rate elements listed below.

Access Element	Interstate Access Rate	Intrastate Access Rate
CCL	SWBT	SWBT

- E. Each month SWB will calculate a local interconnection settlement billing credit related to the interstate and intrastate (non-local) ported calls from the initial billing amounts under Item A. The billing credit for these non-local calls will be included with the calculation under Item D. for subsequent reimbursement to SWB on an net payment basis to the LSP.
1. The parties agree that LSP will reciprocate under the above administrative intercompany compensation adjustment process when LSP ports numbers to SWB. This reciprocal adjustment process will be based on the agreed to LSP access rate elements listed below:

Access Element	Interstate Access Rate	Intrastate Access Rate
CCL	USLD	USLD

**APPENDIX UNC**  
**SEPTEMBER 1996**

## Appendix UNC

Unbundled Network Components (UNC) Service provides a number of SWBT network components which, when utilized with the LSP's interconnection arrangement, will allow the LSP to provide a connection from its switch to its end user's location. This Appendix shall apply to unbundled elements requested by US Long Distance or the states of Missouri, Arkansas, Kansas and Oklahoma.

The UNC Service provides LSPs the ability to offer Exchange Services using individual or combined SWBT-provided network elements. UNC is intended to be used for the origination and termination of switched traffic. Switched traffic may or may not involve a SWBT switch. The connection from the LSP's to SWBT's network may utilize facilities obtained through negotiated interconnection arrangements including collocation.

The UNC Service is provided where facilities are available in accordance with the specifications, interfaces and parameters described in SWBT Technical Publications. LSPs ordering UNC Service are responsible for obtaining or providing facilities and equipment that are compatible with SWBT's UNC Service. Once the UNC Service is disconnected, the components are again available to SWBT for future provisioning needs of other customers.

The UNC Service components are:

Loop: The physical path, distinguished by technical parameters, bandwidth or bit rate, between a network interface on the customer's premises and a point of termination (e.g., MDF, DSX-1) in the SWBT Central Office. Transport mileage may be required to extend the loop to another SWBT Central Office for traffic aggregation.

Loop Cross Connect: The physical cross connect from a termination point to a SWBT-provided switched port, a SWBT-provided multiplexer or facility, a customer-provided multiplexer or facility.

Switched Port: SWBT central office switch interface hardware providing access to switching functions.

Local Switching: Provides call processing and switching in a SWBT switch.

Local Switch Transport: Provides for the transport of information to and from SWBT's network within a pre-defined local calling scope on a usage sensitive basis (per minute of use), one minute minimum per call.

**Limitations on Unbundled Access:** LSP shall not request a cross-connect between a SWBT unbundled loop and a SWBT provided unbundled switched port until after the FCC Order in FCC Docket No. 96-98 becomes effective (and has not been stayed).

The LSP shall pay the charge for each of the UNC elements that it utilizes in the provision of services. All components described above may be purchased from this Appendix. This includes the mileage components for transport to extend the unbundled loop to another SWBT Central Office for aggregation of traffic.

*Special Construction Charges:*

Rates and charges for special construction are special quotations and will be based on estimated cost incurred by SWBT and may include (1) one-time service charges, (2) recurring type charges, (3) termination liabilities, (4) or combination thereof. Special construction rates are charged in addition to rates and charges for UNC Service in this Appendix. The charges will be assessed in cases where facilities are not available or requirements of the LSP are different from the existing deployed network.

*Nonrecurring Charges:*

As noted in the "UNC Rate Element" discussion, a nonrecurring charge shall be applicable for the installation of UNC. LSP shall pay nonrecurring charges for the first connection on an order as well as separate nonrecurring charges for each additional connection associated with that same LSP order at the same end user's premises.

*Changes in Providers:*

The conversion of a SWBT account to an LSP account or the conversion of an account from one LSP to another LSP utilizing UNC Service will be treated as a disconnect of the current account and a new connect of the UNC Service account.

*Maintenance of Service Charge:*

The LSP shall pay a Maintenance of Service Charge to SWBT when SWBT dispatches personnel to the end user's premises served by UNC Services and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point. Basic Time is work related efforts of SWBT performed during normally scheduled working hours. Overtime is work related efforts of SWBT performed outside of a normally scheduled work day. Premium Time is work related efforts of SWBT performed outside of a normally scheduled work week.

Maintenance of Service Periods	1st ½ hour or fraction thereof	Each Add'l ½ hour or fraction thereof
Basic Time	\$26.24	\$21.32
Overtime	\$31.65	\$26.73
Premium Time	\$36.67	\$32.15

*Spectrum Management:*

In order to minimize possible signal interference with other customer services in a particular facility that carries an unbundled loop, the following parameters apply:

#### **2-Wire Analog Loop (8db)**

This exchange facility loop supports 2-wire analog, voice frequency, voice bandwidth services with or without loop start signaling. The maximum end-to-end transmission loss for this loop facility is 8db, as measured at one KHz. On-hook transmission capability is provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Example of supported service/technologies: Traditional loop start POTS for both residential and business customers.

Supported Voice Bandwidth: 300 Hz to 3000 Hz.

#### **2-Wire Analog Loop (5db)**

This exchange facility loop supports 2-wire, analog, voice frequency, voice bandwidth services, including three choices of loop signaling: (1) loop start, (2) ground start, and (3) wink start. The maximum end-to-end transmission loss for this 5dB, as measured at 1 KHz. On-hook transmission capability is also provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Examples of supported services/technologies include: Traditional loop start POTS, PBX combination trunks (loop start or ground start), and PBX DID trunks (wink start).

Supported Voice Bandwidth: 300 Hz - 3000 Hz

#### **2-Wire Digital Loop**

This exchange facility loop supports 2-wire, switched, digital services. End-to-end DC continuity may or may not be provided through the exchange facility path. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Supported Usable Bandwidth: Up to 40 KHz

#### **4-Wire Digital Loop**

This exchange facility loop will support 4-wire digital service. End-to-end DC continuity may or may not be provided. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to SWBT's Tariff FCC No. 73, Section 2.1.5(c) and applicable FCC rules.

Examples of supported services/technologies include: Primary Rate ISDN, HDSL.  
Supported Usable Bandwidth: Up to 772 KHz

**Rates and Charges:**

UNC rate elements are available from SWBT on a per element, per month basis with the exception of Local Switching and Local Switch Transport. Local Switching and Local Switch Transport will be provided on a per minute of use basis. Transport Usage will be measured beginning when the transport facilities are seized and ends when a signal is received by SWBT that the call has terminated. There is a one minute minimum Local Switch Transport charge for each call utilizing UNC service. Transport extension of the unbundled loop will be at 1:544MB or higher. Rates and charges are contained on Schedule 1 - Price List.



APPENDIX DA  
SEPTEMBER 1996

## **Appendix DA**

### **DIRECTORY ASSISTANCE SERVICE**

This Appendix sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance services for the LSP.

#### **I. SERVICE**

Directory Assistance (DA) Service consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to LSP's end users who call DA and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices.

Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of LSP's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.

SWBT agrees to provide DACC in areas where the LSP can furnish Automatic Number Identification (ANI) from its end user to SWBT's TOPS switch and where the LSP obtains DA service from SWBT.

The LSP commits that any contractual arrangement it has with another Operator Service Provider does not conflict with SWBT's provision of DACC. The LSP indemnifies SWBT from any and all causes of action which may be brought by an alternate Operator Service Provider for any type of alleged wrongdoing, including but not limited to, any allegations of interference of a contract involving the LSP.

#### **II. DEFINITIONS**

The following terms are defined as set forth below:

- A. ANI - Automatic Number Identification
- B. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA operator.
- C. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.

- D. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
- E. IntraLATA home NPA - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- F. IntraLATA Foreign NPA (FNPA) - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

### III. RESPONSIBILITIES OF SWBT

- A. SWBT will perform DA Service for the LSP in the exchanges shown in Exhibit 1, which is attached and made part of this Appendix.
- B. SWBT will provide and maintain its own equipment to furnish DA Services for the exchanges listed in Exhibit I.
- C. SWBT will provide DA Service to LSP end users from its current DA records and in accordance with SWBT's methods, practices, and procedures, unless otherwise agreed to in writing by both parties.
- D. SWBT will provide intraLATA home NPA DA Service and IntraLATA FNPA DA Service to Customers who dial 411 or NPA+ 555 + 1212.
- E. SWB will provide branding when technically feasible, and only to the extent LSP pays for any costs including software or hardware upgrades necessary to provide such service to its customers, or if LSP agrees to submit traffic solely on dedicated trunk groups.
- F. SWBT shall include updated information in its DA database supplied by LSP.
- G. SWBT shall provide DACC to LSP's end users for local, intrastate, intraLATA and interstate intraLATA calls only.

### IV. RESPONSIBILITIES OF THE LSP

- A. The LSP will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the LSP serving office, in a mutually agreed upon format and media.
- B. The LSP will furnish in writing to SWBT, thirty (30) days in advance of the date when the DA services are to be undertaken, all end user records and information

required by SWBT to provide the Service.

- C. The LSP will keep end user records current using reporting forms and procedures that are mutually acceptable to both parties, and will inform SWBT, in writing, of any changes to be made to such records. LSP will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

#### V. RESPONSIBILITIES OF BOTH PARTIES

The Party(ies), that provide the circuits between the LSP office and SWBT office will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### VI. BASIS OF COMPENSATION

Compensation for DA Service shall be based upon the rates set forth in Exhibit II, which is attached and made part of this Appendix. These rates will apply for three years from the service effective date for each exchange. After three years, SWBT may change the rates upon one hundred twenty (120) days' notice to the LSP.

#### VII. INDEMNIFICATION

- A. The LSP agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorneys' fees that LSP may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the LSP end user's use of the DA services. The LSP shall defend against all end user claims just as if the LSP had provided such service to its end user with the LSP's own operators and shall assert its tariff limitation of liability for benefit of both SWBT and the LSP.
- B. The LSP also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.

#### VIII. MUTUALITY

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT request such services, LSP will provide such services to SWBT

under terms and conditions comparable to the terms and conditions contained in this Appendix.

IX. TERM OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for a period of three (3) years from the effective date of service in each exchange as shown in Exhibit I, and thereafter until terminated by one hundred twenty (120) days notice in writing from either Party to the other.
- B. The rates applicable for determining the amount(s) under the terms outlined in this Section (Terms of Appendix) of this Appendix are those specified in Exhibit II.
- C. If the agreed upon term of the Appendix is three (3) years and the LSP terminates it prior to the end of the three year term, the LSP's final bill shall recompute all charges billed to a LSP for all services from the initial date of this Appendix at the higher two (2) or one (1) year rates (as applicable) and LSP shall pay such charges within thirty (30) days of the issuance of a final bill by SWBT.

APPENDIX DA  
EXHIBIT I  
DIRECTORY ASSISTANCE SERVICES EXCHANGE LIST

The following list shows the services and exchanges covered by this Appendix:

SWBT SERVING OFFICE(S)	LSP OFFICE(S)	TOLL <sup>1</sup> (555)	LOCAL (411)	DACC
SNANTXCA06T	SNANTX67WEL	X	X	X
DLLSTXTA04T	DLLSTXAXWCP	X	X	X
HSTNTX0802T	HSTNTX27WNH	X	X	X
WACOTX0115T	WACOTX88WNX	X	X	X
FTWOTXED04T	FTWOTXHSAMD	X	X	X
AUSTTXGR06T	AUSTTX90FMD	X	X	X
OKCYOKCE13T	OKCYOK267MD	X	X	X
TULSOKTB03T	TULSOK236MD	X	X	X
KSCYMO5503T	KSCYMO	X	X	X
KSCYKSJO07T	KSCYKS	X	X	X
LTRKARFR02T	LTRKAR	X	X	X

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<sup>1</sup>includes FNPA

APPENDIX DA  
EXHIBIT II  
BASIS OF COMPENSATION

ARKANSAS

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)
1.	LOCAL DA	411	\$0.2291
2.	TOLL DA	555	\$0.2291
3.	INTRALATA FOREIGN NPA DA	FNPA 555	\$0.2291
4.	DACC	Call Completion	\$0.2046

APPENDIX DA  
EXHIBIT II  
BASIS OF COMPENSATION

KANSAS

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)
	1. LOCAL DA	411	\$0.3015
	2. TOLL DA	555	\$0.3015
	3. INTRALATA FOREIGN NPA DA	FNPA 555	\$0.3015
	4. DACC	Call Completion	\$0.2046

APPENDIX DA  
EXHIBIT II  
BASIS OF COMPENSATION

**MISSOURI**

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)
	1. LOCAL DA	411	\$0.2430
	2. TOLL DA	555	\$0.2430
	3. INTRALATA FOREIGN NPA DA	FNPA 555	\$0.2430
	4. DACC	Call Completion	\$0.2046

APPENDIX DA  
EXHIBIT II  
BASIS OF COMPENSATION

**OKLAHOMA**

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u>
			(Per Call)
	1. LOCAL DA	411	\$0.2633
	2. TOLL DA	555	\$0.2633
	3. INTRALATA FOREIGN NPA DA	FNPA 555	\$0.2633
	4. DACC	Call Completion	\$0.2046

APPENDIX DA  
EXHIBIT II  
BASIS OF COMPENSATION

TEXAS

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Call)
	1. LOCAL DA	411	\$0.2367
	2. TOLL DA	555	\$0.2367
	3. INTRALATA FOREIGN NPA DA	FNPA 555	\$0.2367
	4. DACC	Call Completion	\$0.2046

**APPENDIX OS**  
**SEPTEMBER 1996**

## APPENDIX OS

### LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator assistance services ("Operator Services") for the LSP. This Appendix applies only to operator assistance services provided within a Local Access and Transport Area (LATA).

#### I. SERVICES

SWBT will provide the following three tiers of Operator Services:

- A. **FULLY-AUTOMATED** - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT operator, hereafter called "Operator."

AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where the LSP has Automatic Number Identification (ANI) equipment and Touch-tone service in place. AABS cannot be activated from a rotary telephone and failure or low response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have Touch-tone service to accept calls that are billed collect or to a third number.

- B. **SEMI-AUTOMATED** - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- C. **NON-AUTOMATED** - Allows the caller to complete a call by receiving full assistance from an Operator.

#### II. CALL TYPES

SWBT will provide the following call types to the LSP:

- A. **FULLY AUTOMATED CALLING CARD STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix is one that SWBT recognizes for use in the billing of intraLATA or local calls. This service may also include the following situations:

1. A disabled caller dials zero but cannot complete the call due to the disability. The caller identifies himself or herself as disabled and gives the Operator the desired telephone number and the calling card number to which the call is to be billed.
2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section A.

B. **FULLY AUTOMATED STATION-TO-STATION** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0+(plus) the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:

1. The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section B.

C. **SEMI-AUTOMATED STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:

1. Where the caller does not dial zero prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
2. When an Operator re-establishes an interrupted call that meets any of the situations described in this section C.

D. **SEMI-AUTOMATED PERSON-TO-PERSON** - A service in which the caller dials 0+(plus) the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller

agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:

1. Where the caller does not dial a zero prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
2. When an operator reestablishes an interrupted call that meets any of the situations described in this section D.

E. **SEMI-AUTOMATED CALLING CARD STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the desired telephone number, then gives to the Operator the calling card number to which the call is to be charged. The service may also include the following situations:

1. When the caller does not dial zero prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.
2. When an Operator reestablishes an interrupted call that meets any of the situations described in this section E.

F. **STATION-TO-STATION (OPERATOR HANDLED)** - A service provided when the caller dials 0 and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the following situation:

1. When an Operator reestablishes an interrupted call that meets any of the situations described in this section F.

G. **PERSON-TO-PERSON (OPERATOR HANDLED)**- A service in which the caller dials zero and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant, or a particular mobile service point to be reached through a mobile telephone attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include situations when an Operator reestablishes an interrupted call that meets any of the situations described in this section G.

H. **0- TRANSFER** - A service in which the caller dials zero and desires to place an interLATA call using an Operator's assistance. At the caller's request, the

Operator transfers the call to an interexchange carrier participating in an offering of the LSP similar to SWBT's "0- Transfer" service offering. LSP agrees to obtain all necessary compensation arrangements between LSP and participating carriers.

I. **CALL BRANDING** - The process by which an Operator, either live or recorded, will identify the operator service provider. This service shall be available only under the following terms and conditions:

1. LSP obtains the requisite Carrier Identification Code (CIC) from Bellcore or the designated assigning entity; and
2. LSP pays for facilities upgrades necessary to provide branding of the services hereunder; or
3. LSP uses dedicated facilities or trunk groups to connect to SWBT facilities.

J. **OTHER OPERATOR ASSISTANCE SERVICES**

1. **LINE STATUS VERIFICATION** - A service in which the caller asks the Operator to determine the condition of an access line.
2. **BUSY LINE INTERRUPT** - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if the parties interrupted refuse to terminate the conversation in progress.
3. **HANDLING OF EMERGENCY CALLS TO OPERATOR** - To the extent the LSP's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller on his/her community and to transfer the caller to the PSAP governing the caller's area. LSP must provide SWBT with the correct information to enable the transfer, and LSP shall indemnify SWBT for any misdirected calls.

III. **RESPONSIBILITIES OF THE PARTIES**

- A. The LSP agrees that SWBT will provide local and IntraLATA Toll Operator Services described in Sections I and II for the LSP's local service area(s) listed in Exhibit I at SWBT's operator offices beginning on the service effective date shown in Exhibit I. SWBT will provide the Operator Services, including AABS, only where the necessary physical facilities are available and in place and under

conditions previously stated in this Appendix. Exhibit I is attached and is part of this Appendix.

- B. SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix .
- C. The LSP will be responsible for providing and maintaining the equipment and facilities necessary for routing calls and signals to each SWBT operator office, including any dedicated facilities used by LSP to permit branding.
- D. Facilities necessary for SWBT to provide operator service to LSP shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities.
- E. The LSP will promptly furnish all records required by SWBT to provide the Operator Services. Such records, or information, shall include LSP's end user's line number in addition to the ported number retained by LSP's end user where INP is employed. The LSP will provide the initial records by a date set by SWBT, in advance of the effective date specified in Exhibit I. The LSP will keep these records current by using reporting forms and procedures that are acceptable to SWBT, and will inform SWBT in advance of any changes to be made in such records. SWBT will specify the required interval for such advance notice. LSP will provide all records and changes to records to SWBT in writing or in any other mutually agreeable format.
- F. SWBT will accumulate and provide the LSP such data as necessary for the LSP to verify traffic volumes and bill its end users.
- G. The LSP will have the option of selecting the "Call Branding" phrase (as described in Exhibit II) to identify itself on each call, subject to final approval by SWBT.

#### IV. METHODS AND PRACTICES

SWBT will provide the Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both parties.

#### V. BASIS OF COMPENSATION

Compensation shall be based on the rates in Exhibit II, BASIS OF COMPENSATION, which is attached and made part of this Appendix. The LSP may select to be billed on either the "Completed Billable Calls" or "SWBT Standard Work Seconds" basis. The